



**Veronica Cosme**

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**From:** Veronica Cosme  
**Sent:** Wednesday, February 9, 2022 1:42 PM  
**To:** 'Brad Sadek, Esq.'  
**Subject:** 20-13812 / Staley - Notice of Default  
**Attachments:** Notice of Default-Staley.pdf

Good Afternoon,

Attached please find a copy of the Notice of Default which was sent out today. The deadline to cure is 02/24/2022.

Thank you,  
Veronica Cosme, Legal Assistant

Powers Kirn, LLC  
Eight Neshaminy Interplex  
Suite 215  
Trevose, PA 19053  
Email: veronica.cosme@powerskirn.com  
Phone: 215-942-2090

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# POWERSKIRN

COUNSELORS AT LAW

POWERS KIRN, LLC  
8 Neshaminy Interplex  
Suite 215  
Trevose, PA 19053

Raymond C. Staley  
405 Cricket Avenue  
Glenside, PA 19038



**POWERSKIRN**  
COUNSELORS AT LAW  
POWERS KIRN, LLC  
8 Neshaminy Interplex  
Suite 215  
Trevose, PA 19053

Brad J. Sadek, Esquire  
1315 Walnut Street, Suite 502  
Philadelphia, PA 19107



**PK**  
**Powers Kirn, LLC**  
Attorneys at Law

728 Marne Highway  
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Moorestown, NJ 08057  
856.802.1000  
(New Jersey Office)

8 Neshaminy Interplex, Suite 215  
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02/09/2022

Brad J. Sadek, Esquire  
1315 Walnut Street, Suite 502  
Philadelphia, PA 19107

RE: PENNYMAC LOAN SERVICES, LLC  
vs.  
Raymond C. Staley  
Chapter 13, Case No. 20-13812 AMC  
Type of Action: **Notice of Default**

Dear Mr. Sadek:

The enclosed stipulation executed by the parties in the above referenced matter requires the Debtor to remain current on the monthly post petition mortgage payments. However, as of the date of this letter, PennyMac Loan Services, LLC has not received the following payments:

Item	Quantity	From	To	Amount	
Payments:	3	12/01/2021	02/01/2022	\$1,597.71	\$4,793.13
Attorney Fees for this Notice of Default:					
Less: Debtor Suspense:					\$-4.58
<b>TOTAL:</b>					<b>\$4,788.55</b>

Therefore, the Debtor is currently in default of the agreed stipulation. The amount needed to cure the default is stated above, and payment must be made in certified funds, money orders or cashier's check.

In accordance with the stipulation, this shall serve as fifteen (15) days written notice of default. If the default is not cured within fifteen (15) days of the date of this letter, then my client may certify the default to the Court and an Order will be entered granting relief from the automatic stay.

Payments should be sent to: PennyMac Loan Services, LLC  
PO Box 660929  
Dallas TX, 75266-0929

**Please note - An additional \$1,597.71 will come due on 03/01/2022.**

Acceptance of partial payments will not constitute a waiver of Movant's rights to pursue the default in the event the funds remitted are not enough to cure the entire default.

If you have any questions, please contact my office.

Very truly yours,

/s/ Harry B. Reese  
Harry B. Reese, Esquire

Enclosure  
HBR/vc  
20-0377

cc: Raymond C. Staley  
405 Cricket Avenue  
Glenside, PA 19038

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Raymond C. Staley	Chapter 13 Proceeding
Debtor(s)	20-13812 amc
PENNYMAC LOAN SERVICES, LLC	
Movant	
v.	
Raymond C. Staley	
Scott F. Waterman, Esquire	
Respondents	

**ORDER APPROVING STIPULATION**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2021, the Stipulation Resolving PENNYMAC  
LOAN SERVICES, LLC's Motion for Relief from the Automatic Stay is hereby approved by the Court.

**Date: September 30, 2021**



\_\_\_\_\_  
ASHELY M. CHAN  
United States Bankruptcy Judge

Case 20-13812-amc Doc 36 Filed 09/28/21 Entered 09/28/21 15:53:31 Desc Main  
POWERS KIRN, LLC Document Page 1 of 2  
By: Sarah K. McCaffery, Esquire  
ID# 311728  
8 Neshaminy Interplex, Suite 215  
Trevose, PA 19053  
Telephone: 215-942-2090  
Attorney for Movant/ 20-0377

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Raymond C. Staley	Chapter 13 Proceeding
Debtor(s)	20-13812 amc
PENNYMAC LOAN SERVICES, LLC	
Movant	
v.	
Raymond C. Staley and Scott F. Waterman, Esquire	
Respondents	

**STIPULATION IN SETTLEMENT OF  
MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

WHEREAS, the parties hereto and their respective counsel, have agreed as to the disposition of the Motion for Relief from the Automatic Stay filed by Sarah K. McCaffery, Esquire on behalf of secured creditor, PENNYMAC LOAN SERVICES, LLC ("Movant").

NOW, THEREFORE, intending to be legally bound, the parties hereto, herewith stipulate as follows:

1. The Automatic Stay as provided by Section 362 of the Bankruptcy Code shall remain in full force and effect conditioned upon the terms and conditions set forth herein.
2. This Stipulation pertains to the property located at 405 Cricket Avenue, Glenside, PA 19038, mortgage account ending with 7508.
3. Upon approval by the United States Bankruptcy Court of the within Stipulation, Debtor(s) and Movant, agree to the following:
  - (a) Parties acknowledge that the current regular post-petition payment is **\$1,538.75**.
  - (b) Parties acknowledge that the following amounts are currently due post-petition:

Monthly Payments: 07/01/2021 – 09/01/2021 3 payments @ \$1,538.75 each	\$4,616.25
Less Debtor Suspense:	(\$21.82)
<b>Total Post-Petition Arrearage:</b>	<b>\$4,594.43</b>

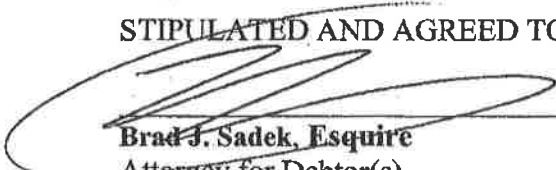
- (c) Commencing with the 10/01/2021 payment the Debtor(s) shall resume and shall continue to make all regular monthly post-petition payments when they are due in accordance with the terms of the Note & Mortgage.
- (d) Debtor(s) agree/s to Amend the Chapter 13 Plan to include the aforementioned post-petition delinquency in the amount of **\$4,495.43**, representing all arrearages due through 09/30/2021 Debtor(s)

Case 20-13812-amc Doc 36 Filed 09/28/21 Entered 09/28/21 15:53:31 Desc Main  
agree/s to amend the Chapter 13 Plan within thirty (30) days of the filing of this Stipulation. The parties  
Document Page 2 of 2

agree that Movant may file a Notice of Post-Petition Fees, Charges and Expenses as a supplement to the filed Proof of Claim for the above-stated amount and that same shall be deemed approved upon entry of the Order approving this Stipulation.

- (e) If sufficient proof is provided (front and back copies of checks or money orders) of payments made, but not credited, the account will be adjusted accordingly.
- (f) All post-petition payments from Debtor(s) to Movant shall be sent to P.O. Box 660929, Dallas, TX 75266-0929.
- (g) The provisions of the Stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this Stipulation, including fees and costs, due under the terms of the contract and applicable law. Also, all allowed fees and costs due to Movant as stated on any Post-Petition Fee Notices filed with the court shall be paid prior to the entry of a Discharge Order.
- (h) The Debtor(s) shall timely tender all payments and comply with all conditions in accordance with this Stipulation. If such payments or conditions are not timely made, or if the case should convert to a Chapter 7 Bankruptcy, Movant may provide the Debtor(s) and their counsel with fifteen (15) days written notice of default. If the default is not cured within the fifteen (15) day period, Movant may certify the default to this Court and an Order shall be entered granting Movant relief from the automatic stay without further notice and hearing and waiving FED. R. Bankr. P. 3002.1 and waiving Rule 4001 (a)(3) so that the Relief Order is immediately effective and enforceable.
- (i) The parties agree that a facsimile may be submitted to the Court as if it were an original.

STIPULATED AND AGREED TO BY:

  
**Brad J. Sadek, Esquire**  
Attorney for Debtor(s)  
Date:

/s/ Scott F. Waterman  
**Scott F. Waterman, Esquire**  
Trustee  
Date: 09/28/2021

/s/ Sarah K. McCaffery  
**Sarah K. McCaffery, Esquire**  
Attorney for Movant  
Date: 09/28/2021

On this \_\_\_\_ day of \_\_\_\_\_, 2021, approved by the Court.

\_\_\_\_\_  
United States Bankruptcy Judge  
Ashely M. Chan



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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